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WALGREEN CO.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA

DONNEESHA VENABLE,)	
)	Case No.: 2:22-cv-01147-JAD-DJA
Plaintiff,)	
)	
vs.)	<u>CONFIDENTIALITY</u>
)	
WALGREEN CO d/b/a WALGREENS)	<u>STIPULATION AND</u>
#13900, a Foreign Corporation;)	
DOES I through X; and ROE)	<u>PROTECTIVE ORDER</u>
CORPORATIONS I through X,)	
inclusive;)	
)	
Defendants.)	

CONFIDENTIALITY STIPULATION AND PROTECTIVE ORDER

Certain parties believe that discovery will encompass documents and information that would not ordinarily be disclosed to the public and that disclosure or misuse of such materials would cause competitive harm, divulge trade secrets, raise privacy concerns, and violate confidentiality provisions set forth in contracts binding on the parties. Accordingly, the parties have agreed to the entry of this Confidentiality Stipulation and Protective Order ("Agreed Order") to expedite

1 the flow of discovery materials, preserve the integrity of
2 information that one or more parties believe is confidential,
3 promote the prompt resolution of discovery disputes over
4 confidentiality, facilitate the preservation of materials that
5 may contain confidential information and trade secrets, and
6 prevent breach of the confidential provisions set forth in
7 contracts.

8 Accordingly, in the interests of justice and to expedite
9 discovery, the parties hereby **STIPULATE AND AGREE** that:

10 1. Confidential Information:

11 For purposes of this Agreed Order, "Confidential
12 Information" shall mean documents or other materials that one or
13 more parties believe to include proprietary information relating
14 to their business, disclosure of which might be harmful,
15 including but not limited to, information that has not been made
16 available to the public at large, confidential research,
17 development, commercial information, contracts, collective
18 bargaining agreement, and trade secrets, including but not
19 limited to rules and regulations, policies and procedures,
20 processes, operations, training materials, safety materials.

21 Notwithstanding the foregoing, the term "Confidential
22 Information" does not include information which (a) is in or
23 becomes a part of the public domain without violation of this
24 Agreed Order by any party to this litigation or their counsel;
(b) was known to a party to this litigation on a non-
confidential basis prior to its disclosure to such party or
their counsel in this litigation; or (c) is not otherwise
subject to a restriction on disclosure and is rightfully

1 obtained by any party or their counsel from a source other than
2 a party in this litigation.

3 Defendants may designate documents, information or
4 testimony as Confidential Information under this Order as
5 follows:

6 a. The designation shall be made by clearly stamping
7 or marking any document, including any interrogatory answer or
8 transcript, with the word "CONFIDENTIAL."

9 b. Transcripts (or portions thereof) may be
10 designated "CONFIDENTIAL" by instructing the reporter to stamp
11 or mark the transcript (or portions thereof) within ten (10)
12 days after it is received, and shall be treated as Confidential
13 until the ten (10) day designation period has passed.

14 c. In the case of electronically-stored information,
15 a party producing Confidential Information in an electronically-
16 stored format shall stamp the physical medium by which the
17 information is transmitted (e.g. computer tape, computer disk,
18 CD Rom, etc.) as "CONFIDENTIAL." If the party to whom such
19 electronically-stored information is produced shall create any
20 readable report or output from such confidential data, that
21 party shall prominently label each page of such output report as
22 "CONFIDENTIAL."

23 d. A party, provider of documents or non-party
24 witness may denominate any response to any written discovery
request brief, motion or other material filed with the court,
and any appendix, exhibit or document pertaining to such
material as Confidential Information by stamping the cover or
first page, "CONFIDENTIAL."

1 e. Documents produced or to be produced by a third-
2 party, including but not limited to personal financial bank
3 records, tax records or other private documents or information,
4 may be designated as confidential prior to their release through
5 subpoena via a written notice to all parties.

6 2. Limited Disclosure and Use of Confidential
7 Information: A person who receives Confidential Information has
8 a duty to preserve confidentiality, shall not make any further
9 disclosure of it except as authorized below or by further order,
10 and shall use it only for purposes of this case or any
11 arbitration or mediation related to this case. A receiving
12 person may make disclosure to the following persons:

13 a. Attorneys of record for the parties of this
14 litigation;

15 b. Designated business persons of any corporate
16 party ("Corporate Designees"), but only to the extent necessary
17 for the conduct of this action; provided, however, that no
18 Confidential Information shall be revealed to such persons until
19 the conditions detailed in Paragraph 4 have been met;

20 c. Deposition reporters;

21 d. Independent experts, investigators, and other
22 consultants retained by counsel; provided, however, that no
23 Confidential Information shall be revealed to such persons until
24 the conditions detailed in Paragraph 4 have been met; provided
further, however, that the retained person is not employed
during the pendency of the litigation, and has not been employed
during the past two (2) years, by a person or entity that
competes with the producing party;

1 e. Associates, secretaries, paralegals, clerical,
2 and other employees of the individuals identified in
3 subparagraphs (a), (b) and (d) above, to the extent reasonably
4 necessary to render professional services in the litigation;

5 f. A deponent during the course of his or her
6 deposition;

7 g. Any person who is referenced in Confidential
8 Information; provided, however, that no Confidential Information
9 shall be revealed to such persons until the conditions detailed
10 in Paragraph 4 have been met;

11 h. Witnesses or prospective witnesses in the course
12 of investigation or in preparation for deposition, or at
13 deposition; provided, however, that no Confidential Information
14 shall be revealed to such persons until the conditions detailed
15 in Paragraph 4 have been met; and

16 i. The Court, any arbitrator, mediator or
17 adjudicator and their personnel.

~~3. Submission to Court No Confidential Information,~~

~~embodied in physical objects, documents, electronically-~~

~~transmitted, tangible items, or the transcription of statements~~

~~of persons, shall be filed with the Court, unless the producing~~

~~party consents in writing to such filing, or unless filed in a~~

~~sealed envelope on which shall be endorsed the caption of the~~

~~/ / /~~

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HENDERSON, NEVADA 89052
TELEPHONE: (702) 477-7774 FAX: (702) 477-7778

**See Order issued
concurrently herewith.**

1 ~~action and a statement substantially in the following form:~~

2 ~~**CONFIDENTIAL**~~

3 ~~This envelope contains documents or information~~
4 ~~in this case that is subject to a Confidentiality~~
5 ~~Order entered by the Court. This envelope shall~~
6 ~~not be opened nor the contents thereof displayed~~
7 ~~or revealed except by Order of Court. Violation~~
8 ~~thereof may be regarded as contempt of Court.~~

9 ~~A party discharges its obligations under this paragraph by~~
10 ~~filing a pleading, motion, brief or other papers in two parts~~
11 ~~and placing the part which contains Confidential Information~~
12 ~~under seal. Any courtesy copy delivered to the Court shall be~~
13 ~~marked: "Courtesy Copy - Original Under Seal."~~

14 4. Prior to the disclosure of any Confidential
15 Information to any person described in paragraph 2 (b), (d),
16 (f), (g) or (h), counsel for the party disclosing such
17 Confidential Information shall provide such person with a copy
18 of this Order, shall advise them that the disclosure of
19 Confidential Information is subject to its terms, and shall
20 obtain and retain a signed Declaration of Compliance, in the
21 form annexed hereto as Exhibit" A," from each such person.
22 Counsel for each party shall retain the original of any
23 Declaration of Compliance received from persons to whom
24 Confidential Information is provided, in accordance with this
Order.

5. If any party believes that a designation as
Confidential as to any document, material or information by any
other party or by any witness is unwarranted, it may so inform
the designating party or witness in writing. Upon receipt by
the designating party of such written objection, the parties

1 shall negotiate in good faith to resolve their differences. If,
2 within ten (10) days after such written objection to a
3 designation the parties have failed to reach agreement, the
4 party objecting to the designation may apply to the Court for a
5 ruling that the designation as to any document, material or
6 information shall not be treated as designated, giving notice to
7 the party or non-party producing the documents. No disclosure
8 of any documents, material or information designated as
9 Confidential Information shall be made, except in accordance
10 herewith, by the recipient prior to decision by the Court on any
11 such motion. In any proceeding challenging the propriety of the
12 designation of any document, information or materials as
13 Confidential Information, the party, provider of documents or
14 witness who has designated the document, material or information
15 as Confidential Information shall bear the burden of
16 establishing the propriety of that designation. Until the Court
17 enters an Order changing the designation for any document,
18 material or information, it shall be given "Confidential"
19 treatment in accordance with this Order.

20 6. Unless otherwise ordered or agreed, neither the
21 termination of this lawsuit nor the termination of employment of
22 any person who has had access to any Confidential Information
23 shall relieve such person from the terms of this Order.

24 7. This Order shall not be deemed a waiver of:

a. Any party's right to object to any discovery
requests on any ground or to seek a protective order with
respect to any such discovery request;

1 b. Any party's right to seek an order compelling
2 discovery with respect to any discovery request;

3 c. Any party's right to object to the admission of
4 any evidence on any ground;

5 d. Any party's right to seek a modification of this
6 Order upon reasonable notice to all other parties; or

7 e. Any party's right to challenge the propriety of
8 the designation of any material as Confidential Information at
9 any time. Failure of any party to promptly challenge the
10 propriety of such a designation shall not preclude that party's
11 subsequent objection to such designation, a motion by that party
12 to seek a determination as to the propriety of such designation
13 or a motion by that party to otherwise modify the provisions of
14 this Order. The designation by a party that material is
Confidential shall not constitute an admission by any other
party that the material is confidential.

15 8. All Confidential Information shall be returned as
16 follows:

17 a. Within thirty (30) days after the final
18 determination of this Action, or sooner if agreed to in writing
19 by the parties, all Confidential Information, including
20 originals, and subject to subparagraph (c) hereof, copies,
21 abstracts or summaries thereof, shall be returned to the
22 attorney for the party producing and providing the material or
23 destroyed by the party receiving such material, and no copies
24 thereof shall be retained by any other person; provided,
however, that counsel of record for the parties may keep, in
strictest confidence, one copy of any part of the Confidential

1 Information produced by others that has become part of the
2 official record of this litigation. Such copy shall remain
3 subject to the terms of this Order;

4 b. If Confidential Information is furnished to a
5 testifying or consulting expert, investigator, other consultant,
6 or witness, the attorney for the party using such expert,
7 investigator, other consultant, or witness shall have the
8 responsibility of ensuring that all such material, including
9 copies, abstracts and summaries thereof, is returned to the
party producing the same or destroyed; and

10 c. Counsel of record for each party may retain
11 abstracts or summaries of materials, which contain counsel's
12 mental impressions or opinions. Such abstracts or summaries,
13 which contain or refer to Confidential Information shall,
however, remain subject to the terms of this Order.

14 9. Any party in receipt of a subpoena, official agency
15 request for information or other legal process seeking documents
16 or other information designated Confidential by another party or
17 entity hereunder, shall first notify the other party or entity
18 which designated the information, in writing, of its intention
19 to comply with that subpoena, agency request or legal process
20 and shall give the designating party or entity sufficient notice
21 to enable that party or entity to seek a protective order or
22 otherwise take action to prevent disclosure. A party intending
23 disclosure pursuant to a subpoena, agency request for
24 information or other legal process shall not disclose the
information sought until the objecting party, or entity has
unsuccessfully exhausted all available legal or administrative

1 procedures for resisting such disclosure, unless ordered by a
 2 court to do so; provided, however, that if the objecting party
 3 or entity does not act to protect its interests in accordance
 4 with applicable procedural rules, including rules governing the
 5 time within action must be taken, the other party shall be
 6 entitled to disclose.

7 10. The parties will cooperate to establish a procedure
 8 for the use of information that has been designated Confidential
 at trial or during any court hearing. ~~At a minimum, that~~

The parties must seek relief from the Court as ~~that the courtroom is sealed, or that~~
appropriate.

~~all information which has been designated Confidential is
 submitted under seal, and that only the persons set forth in
 paragraph 2 can be present in the courtroom when any information
 that has been designated Confidential, is referenced.~~

11. If any party misuses or improperly discloses
 Confidential Information in violation of this Order, any other
 party may move the Court for enforcement of this Order and/or
 sanctions that the Court deems appropriate under the
 circumstances. Any party who claims that a violation of this
 Order has occurred shall have the burden of proof on that issue.

12. Each party will endeavor to make reasonable efforts to
 ensure that materials and documents that should bear the
 Confidential legend are so labeled in fact. A failure to so
 designate any document or material shall not be deemed a waiver
 of the confidentiality protection. In the event a party
 belatedly determines that any document or material should be
 designated as Confidential under this Stipulation and Order,
 such party will so notify the other party and the other party

1 shall agree to accept that notification and arrange to comply
2 with the remaining provision of this Stipulation and Order to
3 such late designated documents and materials.

4 13. Any party, persons, and entities obtaining access to
5 Confidential Information under this Confidentiality Stipulation
6 and Protective Order, shall use the information only for
7 preparation and trial of the above-captioned litigation
8 (including appeals and retrials thereof), and shall absolutely
9 not use such information for any other purpose whatsoever,
10 including business, governmental, commercial, or administrative
11 or judicial proceedings.

12 14. Each party agrees to be bound by the terms of this
13 Confidentiality Stipulation and Order as of the date it is
14 executed, prior to the entry of the Order by the Court. This
15 Confidentiality Stipulation and Order may be executed in any
16 number of counterparts, each of which shall be deemed an
17 original, but all of which taken together shall constitute one
18 instrument.

19 / / /

20 / / /

15. If a party wishes to file any Confidential Material under seal, the party must comply with the requirements of Local Rule IA 10-5 and the Ninth Circuit Court of Appeals' decision in *Kamakan v. City and County of Honolulu*, 447 F.3d 1172 (9th Cir. 2006). If a non-designating party is subpoenaed or ordered to produce Confidential Information by another court or administrative agency, such party shall promptly notify the designating party of the pending subpoena or order and shall not produce any Confidential Information until the designating party has had a reasonable time to object or otherwise take appropriate steps to protect such Confidential Material.

IT IS SO STIPULATED.

Dated: 1/5/23

MOSS BERG INJURY LAWYERS

/s/ Boyd B. Moss III

BOYD B. MOSS III, ESQ.

Nevada Bar No. 8856

JOHN C. FUNK, ESQ.

Nevada Bar No. 9255

4101 Meadows Lane, Ste. 110

Las Vegas, Nevada 89107

Attorneys for Plaintiff

Dated: 1/5/23

RANALLI ZANIEL FOWLER & MORAN, LLC

/s/ George M. Ranalli

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Nevada Bar No. 5748

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2340 W. Horizon Ridge Parkway, 100

Attorney for Defendant

WALGREEN CO.

ORDER

It having been stipulated by and between the parties that this Stipulation for Protective Order is agreed to by the parties.

IT IS SO ORDERED subject to the Court's modifications as noted therein.

DATED this 11th day of January, 2023.



DANIEL J. ALBREGTS
UNITED STATES MAGISTRATE JUDGE

Respectfully submitted by:

RANALLI ZANIEL FOWLER & MORAN, LLC

/s/ George M. Ranalli

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Attorney for Defendant

WALGREEN CO.

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WALGREEN CO.

7
8 **UNITED STATES DISTRICT COURT**
9 **FOR THE DISTRICT OF NEVADA**

10 DONNEESHA VENABLE,)
11 Plaintiff,) Case No.: 2:22-cv-01147-JAD-DJA
12 vs.) **CONFIDENTIALITY**
13 WALGREEN CO d/b/a WALGREENS) **STIPULATION AND**
14 #13900, a Foreign Corporation;) **PROTECTIVE ORDER**
15 DOES I through X; and ROE)
16 CORPORATIONS I through X,)
inclusive;)
Defendants.)

17
18 **CERTIFICATE OF COMPLIANCE**

19 I, _____, as recipient of
20 "Confidential" information as a result of my involvement in the
21 matter of VENABLE vs. WALGREEN CO d/b/a WALGREENS #13900,
22 have received the **CONFIDENTIALITY STIPULATION AND PROTECTIVE**
23 **ORDER** and have reviewed it in its entirety and agree to comply
24 with the provisions thereof. After the conclusion of this
matter, I will comply with paragraph 8 by returning or

1 immediately destroying any such documents, information, copies,
2 prints, summaries, and other reproductions of such information,
3 identified as "Confidential".

4 DATED this ____ day of _____, ____.

5 By

6 _____
Print Name, Position, Business

7 _____
8 Signature

9
10 SUBSCRIBED AND SWORN to before

11 me this ____ day of _____, ____.

12 _____
13 NOTARY PUBLIC in and for said
14 County and State

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